



CYNTHIA D. BANKS  
Director

---

**COMMUNITY AND SENIOR SERVICES  
OF LOS ANGELES COUNTY**

---

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 487-0379 FAX

*"To Enrich Lives Through Effective And Caring Service"*

BOARD OF SUPERVISORS

GLORIA MOLINA  
MARK RIDLEY-THOMAS  
ZEV YAROSLAVSKY  
DON KNABE  
MICHAEL D. ANTONOVICH

May 19, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

25

MAY 19, 2009

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZATION TO ACCEPT FISCAL YEAR 2009-2010 GRANT AWARDS FROM  
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND APPROVAL TO EXTEND  
THE CURRENT GRANT FUNDED CONTRACTS AND ALLOCATE THE FUNDING  
RECOMMENDATIONS  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board letter requests approval for Community and Senior Services (CSS) to take the following actions: 1) accept Fiscal Year (FY) 2009-2010 grant awards from the California Department of Aging (CDA), 2) execute required contracts and contract amendments with the CDA for FY 2009-2010, and 3) execute contract amendments with current service providers to extend the contract term and allocate funding for FY 2009-2010.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of CSS, or designee, as the Los Angeles County Area Agency on Aging (AAA), Planning and Service Area (PSA) 19, to accept funding for the FY 2009-2010 Older Americans Act (OAA) Titles III and VII and Community-Based Services grant award of **\$7,415,938** (Contract # AP-0910-19), and the Health Insurance Counseling and Advocacy Program (HICAP)

grant award of **\$847,960** (Contract # HI-0910-19) for a total grant amount of **\$8,263,898** from the CDA for the provision of support services for older adults aged 60+ and disabled adults aged 18+.

2. Authorize the Director of CSS, or designee, to accept FY 2009-2010 OAA Titles III and VII, Community-Based Services, and HICAP contract amendments from the CDA provided that the Director of CSS, or designee, notifies your Board and the Chief Executive Office (CEO) in writing within ten workdays of accepting the amendment.
3. Authorize the Director of CSS, or designee, to execute contracts and contract amendments with the CDA required for acceptance of the FY 2009-2010 OAA Titles III and VII, Community-Based Services and HICAP funding and any amendments thereto.
4. Delegate authority to the Director of CSS, or designee, to execute contract amendments with 32 providers in the estimated amounts indicated on Attachment A, for the continued provision of care, management, health insurance counseling and support services for a period not to exceed 12 months effective July 1, 2009 through June 30, 2010. These contract amendments are funded by OAA Titles III and VII, Community-Based Services, and HICAP funds, as well as Linkages State Funds (AB 2800) and Linkages Disabled Parking Violation Fees for the Integrated Care Management Program (ICMP). The final funding amount per service provider is contingent upon final funding availability. The contract amendments will be in substantially similar form to Attachments B (Supportive Services Program), C (Integrated Care Management Program) and D (remaining programs). The approval of Counsel and the CEO as to form will be obtained prior to execution of the contract amendments.
5. Authorize the Director of CSS, or designee, to execute contract amendments to increase or decrease the amended contract amounts in response to State contract amendments and based on contractor performance and total funds available provided that: (a) approvals of County Counsel and CEO are obtained prior to any such amendment and (b) the Director of CSS, or designee, confirms in writing to the Board of Supervisors and the Chief Executive Office within 30 days after such amendments have been executed. This action would assure full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Each year CSS receives grant awards, including contract amendments, from the CDA for the OAA, Community-Based Services, ICMP, and HICAP programs. The

recommended actions are necessary for CSS to accept FY 2009-2010 funding, utilize any amended funding, and continue administration of the care management, health insurance counseling and support services programs to older adults aged 60+ and disabled adults aged 18+ in Los Angeles County, excluding the City of Los Angeles.

CSS is requesting authority from your Board to amend existing program contracts in order to continue working with the CDA to redesign the current programs, implement the recommendations made by the CDA, and incorporate new program requirements.

The four-year funding cycle for the OAA, Community-Based Services, and HICAP programs expired at the end of FY 2006-2007. CSS received approval by the CDA to extend the contract term for three additional 12-month periods effective July 1, 2007 through June 30, 2008; July 1, 2008 through June 30, 2009; and July 1, 2009 through June 30, 2010.

### Performance Measures

To comply with federal and State funding source requirements and Los Angeles County's *Performance Counts!* Initiative, CSS has developed the following performance standards to measure program effectiveness:

- Percentage of participants who reported improved social functions and emotional well-being; and
- Assist seniors to live independently in their home for as long as possible; and
- Percentage of older adults served who are minority, low-income, disabled and aged 75+, who exceed the national average.

### Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goals: Goal #1 Operational Effectiveness, Goal #2 Children, Family and Adult Well-Being, and Goal #4 Health and Mental Health.

### FISCAL IMPACT/FINANCING

The FY 2009-2010 care management, health insurance counseling and support services programs for older adults will be fully financed using OAA Titles III and VII, Community-Based Services, Linkages Disabled Parking Violation, and HICAP funding. Funding for these programs is already reflected in the FY 2009-2010 Proposed Budget.

The estimated funding breakdown for the FY 2009-2010 AAA programs is as follows:

Contracts for the provision of care management, HICAP, and support services \$ 6,374,316

The remaining funds will be utilized by CSS for: (1) direct services such as the provision of services at county-operated senior centers; access to services through information, referrals, and community outreach by staffing; and operations of the Info Vans and Information and Assistance (I & A) Van that circulate throughout the County; (2) administrative costs; (3) the completion of specific goals and objectives through program development and coordination as outlined in the State-approved Los Angeles County Area Plan; and (4) the development and maintenance of the management information systems. \$ 1,889,582

**TOTAL \$ 8,263,898**

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The funding cycle for the OAA, Community-Based Services and HICAP programs expired at the end of FY 2006-2007 and was extended through FY 2008-2009. Likewise, the current AAA contracts are scheduled to expire June 30, 2009. The CDA recommended that CSS redesign the programs as a result of a monitoring visit conducted in March 2007. CSS has worked closely with the CDA to develop a timeline for the contract extensions and release of the RFPs. The OAA and the CDA require a new procurement process be conducted every four years. This extension will allow CSS the time to continue working with the CDA to redesign the programs and implement recommendations made by the CDA. For FY 2009-2010, the CDA has approved an extension. Counsel has reviewed this Board letter.

### **CONTRACTING PROCESS**

All agencies being recommended for funding were successful in the RFP process conducted by CSS (OAA Titles III and VII, Community-Based Services and HICAP grant-funded programs). Each of the recommended service providers has demonstrated satisfactory contract performance during the funding cycle. Listed on Attachment A are 32 agencies being recommended for continued funding with this action.

### **OAA Titles III and VII, Community-Based Services and HICAP Grant-Funded Programs**

As a State-designated AAA, CSS is required to conduct an open-competitive bid process every four years to solicit proposals and to fund those agencies qualified to provide services to the elderly using OAA Titles III and VII, Community-Based Services and HICAP grant funds.

FY 2006-2007 was the fourth year of the four-year funding cycle for OAA Titles III and VII, Community-Based Services and HICAP. The contract, which was due to expire at

the end of FY 2006-2007, was previously extended with the CDA and your Board's approval through FY 2008-2009. CSS received approval by the CDA to extend the contract term for an additional 12-month contract term effective July 1, 2009 through June 30, 2010.

#### Monitoring

Monitoring of the Ombudsman, care management, health insurance counseling, and support services programs will be conducted on an annual basis and will include administrative and programmatic monitoring to ensure contract compliance. Program monitoring is accomplished through the CSS Contract Compliance Division. Fiscal compliance monitoring will be conducted biannually by an approved vendor procured through the Auditor-Controller.

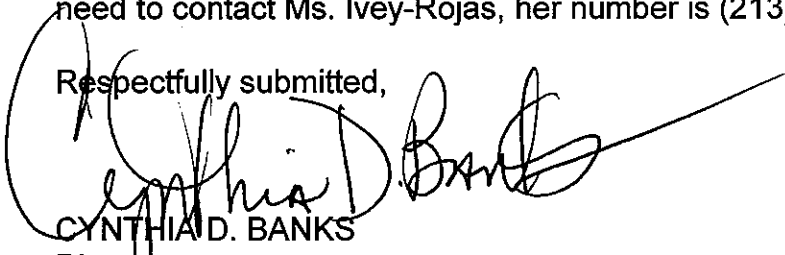
#### IMPACT ON CURRENT SERVICES

The recommended actions will assure seamless delivery of services to clients and enable the continuation of current services such as in-home assistance, legal services, care management, and support services.

#### CONCLUSION

Upon Board approval, please mail one copy of the adopted Board letter to Ms. Sonja Ivey-Rojas, CSS, 3175 West Sixth Street, Room 403, Los Angeles, CA, 90020. If you need to contact Ms. Ivey-Rojas, her number is (213) 351-8917.

Respectfully submitted,



CYNTHIA D. BANKS  
Director

CDB:OS:MQ  
CD:SIR

Attachments (4)

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

**COMMUNITY AND SENIOR SERVICES  
LOS ANGELES COUNTY AREA AGENCY ON AGING  
FY 2009-2010 CONTRACT EXTENSION FUNDING RECOMMENDATIONS**

**ATTACHMENT A**

<b>SUPPORTIVE SERVICES</b>		<b>Contract Number</b>	<b>Program</b>	<b>Sup. Dist.</b>	<b>2009-10 TOTAL ALLOCATION</b>
1	Behavioral Health Services (BHS)	40278	HBC	4	\$ 112,756
2	Escapa/Chinatown Social Services	40285	HBC	ALL	\$ 239,775
3	Gardena, City of	40286	HBC	2	\$ 54,632
4	Human Services Association (HSA)	40289	HBC	1,2	\$ 212,446
5	Just RITE Community Programs, Inc.	40293	HBC	2,3,4,5	\$ 191,440
6	Norwalk, City of	40297	HBC	4	\$ 53,758
7	Santa Anita Family Service	40301	HBC	1,5	\$ 384,254
8	Santa Clarita Valley Committee on Aging	40302	HBC	3,5	\$ 67,637
9	Southeast Area Social Services Funding Authority (SASSFA)	40305	HBC	1,4	\$ 78,034
<b>Supportive Services - Total Funding Allocation</b>					<b>\$ 1,394,732</b>
<b>INTEGRATED CARE MANAGEMENT (ICM) PROGRAM</b>		<b>Contract Number</b>	<b>Program</b>	<b>Sup. Dist.</b>	<b>2009-10 TOTAL ALLOCATION</b>
1	Alhambra, City of	40118	ICM	5	\$ 26,670
2	AltaMed Health Services	40119	ICM	1,4	\$ 195,766
3	Antelope Valley Committee on Aging	40120	ICM	5	\$ 83,893
4	Armenian Relief Society	40121	ICM	5	\$ 32,675
5	Behavioral Health Services (BHS)	40122	ICM	4	\$ 50,752
6	El Monte, City of	40123	ICM	1,5	\$ 57,281
7	ESCAPA/Chinatown Social Services	40124	ICM	ALL	\$ 149,234
8	Gardena, City of	40125	ICM	2	\$ 38,352
9	Glendale, City of	40126	ICM	5	\$ 53,318
10	Human Services Association (HSA)	40127	ICM	1,2,4	\$ 157,375
11	Inglewood, City of	40128	ICM	2	\$ 110,406
12	Jewish Family Services (JFS)	40129	ICM	1,2,3,5	\$ 124,157
13	Office of Samoan Affairs	40130	ICM	2,4	\$ 36,866
14	Pasadena/Huntington Hospital Association	40131	ICM	1,4,5	\$ 258,001
15	Santa Anita Family Service	40133	ICM	1,5	\$ 193,603
16	Santa Clarita Valley Committee on Aging	40134	ICM	3,5	\$ 124,552
17	Senior Care Action Network (SCAN) Health Plan	40135	ICM	2,4	\$ 159,663

**COMMUNITY AND SENIOR SERVICES  
LOS ANGELES COUNTY AREA AGENCY ON AGING  
FY 2009-2010 CONTRACT EXTENSION FUNDING RECOMMENDATIONS**

**ATTACHMENT A**

18	Single Room Occupancy Housing Corporation	40136	ICM	1	\$ 71,760
19	Southeast Area Social Services Funding Authority (SASSFA)	40137	ICM	1,4	\$ 56,133
20	Special Service for Groups (SSG)	40138	ICM	2,4	\$ 147,106
21	Villa Esperanza	40139	ICM	1,3,5	\$ 207,151
22	WISE Senior Services	40140	ICM	ALL	\$ 139,017
23	YWCA of San Gabriel Valley/Intervale Senior Services	40132	ICM	1,4,5	\$ 25,409
<b>ICM - Total Funding Allocation</b>					<b>\$ 2,499,140</b>
<b>ALZHEIMER'S DAY CARE RESOURCE CENTER PROGRAM</b>		<b>Contract Number</b>	<b>Program</b>	<b>Sup. Dist.</b>	<b>2008-09 TOTAL ALLOCATION</b>
1	Heritage Clinic/Center for Aging Resources	40383	ADCRC	5	\$ 82,419
2	Human Services Association (HSA)	40384	ADCRC	1,2,4	\$ 82,418
3	Jewish Family Services (JFS)	40385	ADCRC	1,2,3,5	\$ 82,418
4	Life Steps Foundation, Inc.	40386	ADCRC	2	\$ 82,418
5	Los Amigos Research and Education Institute	40387	ADCRC	1,4	\$ 82,419
6	Partners in Care Foundation	40388	ADCRC	5	\$ 82,419
7	Santa Clarita Valley Committee on Aging	40389	ADCRC	3,5	\$ 82,419
8	WISE Senior Services	40390	ADCRC	ALL	\$ 82,420
<b>ADCRC - Total Funding Allocation</b>					<b>\$ 659,350</b>
<b>SPECIAL PROGRAMS</b>		<b>Contract Number</b>	<b>Program</b>	<b>Sup. Dist.</b>	<b>2008-09 TOTAL ALLOCATION</b>
1	Bet Tzedek Legal Services	40279	Legal Services	ALL	\$ 200,883
2	Little Tokyo Service Center	40295	MENTORS	1,4	\$ 168,085
3	WISE Senior Services	40307	Ombudsman	ALL	\$ 597,255
6	Center for Health Care Rights (CHCR)	40374	HICAP	ALL	\$ 789,871
7	Center for Health Care Rights (CHCR)	40282	HICAP, IIIB, Legal	ALL	\$ 65,000
<b>Special Programs - Total Funding Allocation</b>					<b>\$ 1,821,094</b>
<b>GRAND TOTAL - FUNDING ALLOCATION</b>					<b>\$ 6,374,316</b>

**Program Legend**

HBC = Home-Based Care Program

ICM= Integrated Care Management Program

ADCRC= Alzheimer's Day Care Resource Center Program

MENTORS = Multi-Ethnic Network for Training, Outreach, and Resources for Seniors

HICAP= Health Insurance Counseling and Advocacy Program



Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

**COMMUNITY AND SENIOR SERVICES  
OF THE COUNTY OF LOS ANGELES  
OLDER AMERICANS ACT (OAA) SERVICES  
SUPPORTIVE SERVICES PROGRAMS  
AMENDMENT NO. \_\_\_\_ TO CONTRACT NO. \_\_\_\_  
FISCAL YEAR 2009-10**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES SUPPORTIVE SERVICES PROGRAMS" CONTRACT ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND \_\_\_\_\_ ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. HEREINAFTER COLLECTIVELY REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, herein referred to as "COUNTY" and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR."

**WHEREAS**, pursuant to the provisions of the Older Americans Act (Title 42, Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq., the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality supportive services including nutrition services in the Congregate Meal Services Program and Home-Delivered Meal Program, Family Caregiver Support Program; and Home-Based Care Grant Program (hereinafter referred to as the "Program(s)"), and

**WHEREAS**, the parties hereto have previously entered into the above referenced Contract for the purpose of providing nutrition and supportive services to residents of Los Angeles County for an amount not to exceed \$ \_\_\_\_\_ for the full Contract period of July 1, 2006 – June 30, 2007; and

**WHEREAS**, on June 28, 2007, this Contract was amended through Amendment Number One, to increase the Contract sum by \$ \_\_\_\_\_ for the purpose of dedicating an additional allocation provided in Fiscal Year 2006-07, in exchange for additional defined program services/areas; and

**WHEREAS**, effective June 30, 2007, this Contract was amended through Amendment Number Two for the following purposes: 1) to extend the contract for a period of performance not to exceed twelve (12) months, commencing July 1, 2007 – June 30, 2008; 2) to increase the maximum contract rates in an amount not to exceed 6% of the original maximum contract rates; 3) to dedicate an additional allocation for the period of performance covering Amendment Number Two for a new Contract sum of \$ \_\_\_\_\_ in exchange for additional



defined program services provided to qualifying residents of Los Angeles County. Further, the parties mutually agree that the terms of Amendment Number Two have been effective since June 30, 2007 and are in force and binding for the period June 30, 2007 through the present; and

**WHEREAS**, on January 15, 2008, this Contract was amended through Amendment Number Three to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2007-08 in exchange for additional nutrition program services/areas; and

**WHEREAS**, on January 15, 2008, this Contract was amended through Amendment Number Four to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2007-08 in exchange for additional family caregiver program services/areas; and

**WHEREAS**, on May 27, 2008, this Contract was amended through Amendment Number Five to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2007-08 in exchange for additional defined program services/areas; and

**WHEREAS**, on June 24, 2008, this Contract was amended through Amendment Number Six for the following purposes: 1) to extend the contract for a period of performance not to exceed twelve (12) months, commencing July 1, 2008 – June 30, 2009; 2) to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2008-09 in exchange for additional defined program services/areas; and

**WHEREAS**, effective July 1, 2008, nutrition program services, (Title III C-1 and Title III C-2 and Title III-B) provided from July 1, 2008 forward in the Congregate Meal Program and Home-Delivered Meal/Telephone Reassurances Program will be provided under a separate contract; and

**WHEREAS**, on, \_\_\_\_\_ the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term for a period of performance not to exceed twelve (12) months, commencing July 1, 2009 through June 30, 2010, unless terminated earlier as provided in the Standard Terms and Conditions, Section 62.0 (Termination for Convenience); and 2) to amend the Contract sum to include the period July 1, 2009 - June 30, 2010 in exchange for additional defined program services/areas of home-based care program supportive services; and

**WHEREAS**, effective July 1, 2009, Family Caregiver Support Program services, (Title III E) provided from July 1, 2009 forward in the Family Caregiver Support Program will be provided under a separate contract; and

**WHEREAS**, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to continue such services is currently available; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

**NOW THEREFORE**, in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

I. TABLE OF CONTENTS, Exhibit B(g): Statement of Work/Proposed Program Services Addendum 7

Exhibit B-1(g) Congregate Meal Services Program (C-1), intentionally omitted.

Exhibit B-2(g) Home-Delivered Meals Program (C-2), intentionally omitted.

Exhibit B-3(g) Family Caregiver Support Program (Title III E), intentionally omitted.

Exhibit B-4(g) Home-Based Care Program (HBC), is added.

II. TABLE OF CONTENTS, Exhibit D(g): Budget Addendum 7

Exhibit D-1(g)(1) Elderly Nutrition Program(C-1/C-2), intentionally omitted.

Exhibit D-1(g)(2) Family Caregiver Support Program (Title III E), intentionally omitted.

Exhibit D-2(g) Home-Based Care Program (HBC), is added.

III. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits or Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: the Contract, and any amendments thereto; 2) Exhibit A, Mandated Program Requirements and any addendum thereto; 3) Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services, Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f), Statement of Work/Proposed Program Services Addendum 6, and Exhibit B (g), Statement of Work/Proposed Program Services

Addendum 7, and any addendums thereto; 4) Exhibit C, Performance Requirements Summary; 5) Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, Exhibit D(e), Budget Addendum 5, Exhibit D(f), Budget Addendum 6; 6) Exhibit D (g), Budget Addendum 7, and any addendums thereto; and 7) Exhibit E, the Attachments, according to the following priority:

- Attachment I. CONTRACTOR'S Administration
- Attachment II. COUNTY'S Administration
- Attachment III. Charitable Contributions Certification
- Attachment IV. IRS Notice 1015
- Attachment V. County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Attachment VI. Safely Surrendered Baby Law Fact Sheet
- Attachment VII. CONTRACTOR'S EEO Certification
- Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Attachment IX. CONTRACTOR Non-Employee Acknowledgement And Confidentiality Agreement
- Attachment X. Auditor-Controller Contract Accounting and Administration Handbook
- Attachment XI. User Complaint Report (UCR)
- Attachment XII. Cost Allocation
- Attachment XIII. Joint Revenue Disclosure
- Attachment XIV. CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability And Accountability Act of 1996 (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form

#### IV. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents

and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

1.5(A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f), Statement of Work/Proposed Program Services Addendum 6, and Exhibit B(g), Statement of Work/Proposed Services Addendum 7.

V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:

1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f), Statement of Work/Proposed Services Addendum 6, and Exhibit B(g) Statement of Work/Proposed Program Services Addendum 7.

VI. Part I: Unique Terms and Conditions, Section 2.0 Term and Termination, Subsection 2.1.1 is added and reads as follows:

2.1.1. The term of this Contract shall continue through June 30, 2010, unless terminated earlier or further extended, in whole or in part, as provided in this Contract.

VII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:

3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum

1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f), Statement of Work/Proposed Program Services Addendum 6 and Exhibit(g), Statement of Work/Proposed Program Services Addendum 7.

VIII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.3 is added and reads as follows:

3.3.3 The maximum contract sum for the twelve (12) month period commencing July 1, 2009 through June 30, 2010 is \$ \_\_\_\_\_ hereinafter referred to as the "Maximum Contract Sum for FY 2009-2010."

IX. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget and any addendum thereto, is attached and incorporated by reference herein as Exhibits D, Budget, D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, Exhibit D(e), Budget Addendum 5, Exhibit D(f), Budget Addendum 6 and Exhibit D(g), Budget Addendum 7. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

X. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be provided in

Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, Exhibit D(e), Budget Addendum 5, Exhibit D(f), Budget Addendum 6 and Exhibit D(g), Budget Addendum 7. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XI. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit D, Budget, Exhibit D(a), Budget Addendum 1, Exhibit D(b), Budget Addendum 2, Exhibit D(c), Budget Addendum 3, Exhibit D(d), Budget Addendum 4, Exhibit D(e), Budget Addendum 5, Exhibit D(f), Budget Addendum 6, and Exhibit D(g), Budget Addendum 7.

XII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f), Statement of Work/Proposed Program Services Addendum 6 and Exhibit B(g), Statement of Work/Proposed Program Services Addendum 7 describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

XIII. Part II: Standard Terms and Conditions, Section 24.0, Contractor's Work, Subsection 24.1 is amended to read as follows:

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit B, Statement of Work/Proposed Program Services, Exhibit B(a), Statement of Work/Proposed Program Services Addendum 1, Exhibit B(b), Statement of Work/Proposed Program Services Addendum 2, Exhibit B(c), Statement of Work/Proposed Program Services Addendum 3, Exhibit B(d), Statement of Work/Proposed Program Services Addendum 4, Exhibit B(e), Statement of Work/Proposed Program Services Addendum 5, Exhibit B(f),

XIV. Exhibit B-4(g), Statement of Work/Proposed Program Services Addendum 7 is added as an addendum to Exhibit B-4, Statement of Work/Proposed Program Services, and is attached as Attachment 1.

XV. Exhibit D-2(g) Budget Addendum 7 is added as an addendum to Exhibit D-2, Home-Based Care Program (HBC), and is attached as Attachment 2.

[illegible]

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment \_\_\_\_\_ to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Name (Print)

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title      (Print or Type)

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title      (Print or Type)

**APPROVED AS TO FORM:**

**BY THE OFFICE OF COUNTY COUNSEL**  
**ROBERT E. KALUNIAN**, Acting County  
Counsel

**BY** \_\_\_\_\_  
Janice Kasai, Deputy County Counsel      Date





CONTRACT NO. \_\_\_\_\_

AMENDMENT NO. 8

**COMMUNITY AND SENIOR SERVICES  
OF THE COUNTY OF LOS ANGELES  
AREA AGENCY ON AGING PROGRAMS  
AMENDMENT NO. EIGHT TO CONTRACT NO. \_\_\_\_\_  
FISCAL YEAR 2009-10**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES INTEGRATED CARE MANAGEMENT (ICM) PROGRAM GRANT PROGRAM CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND ("CONTRACTOR"), ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 21, 2005, AND FURTHER IDENTIFIED AS AGREEMENT NO. \_\_\_\_\_, HEREINAFTER COLLECTIVELY REFERRED TO AS "CONTRACT".

This Amendment is made and entered into by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

**WHEREAS** the Older Americans Act (OAA) [Title 42 United States Code Section (USCS) 3001-3058], Code of Federal Regulations (CFR) [45 CFR, Sections 1321.1 – 1321.83], California Code of Regulations (CCR), [Title 22 CCR, Section 7000 et seq.], Older Californians Act (OCA) [Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq.] and CSS Program memoranda/directives authorize and/or implement the Integrated Care Management Program (hereinafter referred to as "Program"), the purpose of which is to provide comprehensive, long-term services that utilize the care manager's professional skills and competence to serve the client, and link the client to a full range of appropriate services, using all available informal supports and funding sources; and

**WHEREAS** the parties hereto have previously entered into the above referenced Contract to provide intake screening (excluding Adult Protective Services (APS) cases), in-home assessment, care planning, service authorization/arrangement (including purchase of services), case monitoring, and inter-agency coordination for an original Contract sum of \$ \_\_\_\_\_ for the Contract period of July 1, 2005 – June 30, 2006; and

**WHEREAS on March 1, 2006** this Contract was amended through Amendment Number One for the following purposes: 1) to increase the Contract sum by \$ \_\_\_\_\_ for the period of March 1, 2006 – June 30, 2006 for a new Contract sum of \$ \_\_\_\_\_ for the purpose of dedicating fiscal year (FY) 2005-06 One-Time-Only (OTO) funds received from the California Department of Aging (CDA) in exchange for additional defined Program services provided to qualifying residents of Los Angeles County; and, 2) to replace the original Standard Terms and Conditions (Exhibit A) with the revised Standard Terms and Conditions (Exhibit A-1), which was provided to CONTRACTOR; and

**WHEREAS effective June 30, 2006** the Contract was amended through Amendment Number Two for the following purposes: 1) to extend its term (i.e., period of performance) to include FY 2006-07 activities from July 1, 2006 through June 30, 2007 on a month-to-month basis not to exceed twelve (12) months unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); and, 2) to dedicate additional OAA/OCA funds for the period of performance covering Amendment Number Two (subject to the month-to-month condition) for a new Contract sum of \$        in exchange for additional defined Program services provided to qualifying residents of Los Angeles County. Further, the parties mutually agree that the terms of Amendment Number Two have been in effect as of June 30, 2006 and in force and binding for the period June 30, 2006 prospectively until the Contract terminates, expires, or the terms of Amendment Number Two are otherwise modified; and

**WHEREAS on**        the Contract was amended through Amendment Number Three for the purpose of dedicating FY 2006-07 OTO funds received from CDA in exchange for additional defined Program services provided to qualifying residents of Los Angeles County for the period of performance covering Amendment Number Three for a new Contract sum of \$        ; and

**WHEREAS effective June 30, 2007** the Contract was amended through Amendment Number Four for the following purposes: 1) to extend its term (i.e., period of performance) to include FY 2007-08 activities from July 1, 2007 through June 30, 2008 for a period not to exceed twelve (12) months, unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); 2) to dedicate additional OAA/OCA funds for the period of performance covering Amendment Number Four for a new Contract sum of \$        in exchange for additional defined Program services provided to qualifying residents of Los Angeles County; and, 3) to increase the original contracted unit rates by up to 6% (without impact to the Contract sum). Further, the parties mutually agree that the terms of Amendment Number Four have been in effect as of June 30, 2007 and in force and binding for the period June 30, 2007 prospectively until the Contract terminates, expires, or the terms of Amendment Number Four are otherwise modified; and

**WHEREAS on**        the Contract was amended through Amendment Number Five for the purpose of dedicating additional FY 2007-08 Title III E Family Caregiver Support Program funds in exchange for additional defined Program services provided to qualifying residents of Los Angeles County for the period of performance covering Amendment Number Five for a new Contract sum of \$        ; and

**WHEREAS on**        the Contract was amended through Amendment Number Six for the purpose of dedicating FY 2007-08 OTO funds received from CDA in exchange for additional defined Program services provided to qualifying residents of Los Angeles County for the period of performance covering Amendment Number Six for a new Contract sum of \$        ; and

**WHEREAS on June 24, 2008** the Contract was amended through Amendment Number Seven for the following purposes: 1) to extend the Contract term for a period of performance not to exceed twelve (12) months commencing July 1, 2008 through June 30, 2009, unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); and, 2) to amend the Contract sum to include the period July 1, 2008 through June 30, 2009 in exchange for additional defined Program services provided to qualifying residents of Los Angeles County; and

**WHEREAS on \_\_\_\_\_** the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term for a period of performance not to exceed twelve (12) months commencing July 1, 2009 through June 30, 2010, unless terminated earlier as provided in the Standard Terms and Conditions (Exhibit A-1), Section 1102 (Termination for Convenience); and, 2) to amend the Contract sum to include the period July 1, 2009 through June 30, 2010 in exchange for additional defined Program services provided to qualifying residents of Los Angeles County; and

**WHEREAS** COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for additional services exists, and that additional funding to increase such services is currently available; and

**WHEREAS** COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below.

**NOW THEREFORE** in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

- I. Section 1, Applicable Documents, is deleted and replaced with the following:

**SECTION 1. APPLICABLE DOCUMENTS**

- (a) The Contract consists of this seven-page document, the Preamble, all prior Amendments and the following Exhibits, inclusive:
- (1) Standard Terms and Conditions (Exhibit A-1)
  - (2) Mandated Program Requirements (Exhibit B)
  - (3) Statement of Work (Exhibit C)
  - (4) Statement of Work (Exhibit C-1)
  - (5) Amended Statement of Work (Exhibit C-2)
  - (6) Statement of Work Addendum 1 (Exhibit C-3)

- (7) Statement of Work Addendum 2 (Exhibit C-4)
  - (8) Statement of Work Addendum 3 (Exhibit C-5)
  - (9) Statement of Work Addendum 4 (Exhibit C-6)
  - (10) Statement of Work Addendum 5 (Exhibit C-7)
  - (11) Statement of Work Addendum 6 (Exhibit C-8)
  - (12) Budget (Exhibit D)
  - (13) Budget (Exhibit D-1)
  - (14) Amended Budget (Exhibit D-2)
  - (15) Budget Addendum 1 (Exhibit D-3)
  - (16) Budget Addendum 2 (Exhibit D-4)
  - (17) Budget Addendum 3 (Exhibit D-5)
  - (18) Budget Addendum 4 (Exhibit D-6)
  - (19) Budget Addendum 5 (Exhibit D-7)
  - (20) Budget Addendum 6 (Exhibit D-8)
  - (21) Performance Requirements (Exhibit E)
  - (22) Department Required Documents (Exhibit F)
  - (23) Program Required Documents (Exhibit G)
- (b) In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between the Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits or Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract (including the seven-page Preamble and the Standard Terms and Conditions (Exhibit A-1)), and any amendment or addendum thereto; 2) the Mandated Program Requirements (Exhibit B), and any amendment or addendum thereto; 3) the Statement of Work (Exhibits C, C-1, C-2, C-3, C-4, C-5, C-6, C-7 and C-8), and any amendment or addendum thereto; 4)

the Budget (Exhibits D, D-1, D-2, D-3, D-4, D-5, D-6, D-7 and D-8), and any amendment or addendum thereto; and 5) the Performance Requirements (Exhibit E), and any amendment or addendum thereto, of this Contract.

- II. Section 2, CONTRACTOR Obligations, Subsection (b) is deleted and replaced with the following:

## SECTION 2. CONTRACTOR OBLIGATIONS

- (b) In addition to the other obligations set forth in the Contract, and subject to COUNTY oversight, the CONTRACTOR shall perform those activities identified in the Statements of Work (Exhibits C, C-1, C-2, C-3, C-4, C-5, C-6, C-7 and C-8) in accordance with applicable Mandated Program Requirements (Exhibit B).

- III. Section 3, COUNTY Fiscal Obligation, is deleted and replaced with the following:

## SECTION 3. COUNTY FISCAL OBLIGATION

The COUNTY agrees to reimburse the CONTRACTOR for satisfactory provision of services identified in the Mandated Program Requirements (Exhibit B), and the Statement of Work (Exhibit C) and its addendums (Exhibits C-1, C-2, C-3, C-4, C-5, C-6, C-7 and C-8) in accordance with relevant invoicing policies and procedures set forth in the Contract, provided, however, that the total amount obligated and paid to CONTRACTOR does not exceed the total value of the Contract as detailed in this Section 3, below.

The maximum total Contract sum for the FY 2005-06 Contract period of July 1, 2005 – June 30, 2006 is \$ , hereinafter referred to as the Maximum Contract Sum for FY 2005-06.

The maximum total Contract sum for the FY 2006-07 Contract period of July 1, 2006 – June 30, 2007 is \$ , hereinafter referred to as the Maximum Contract Sum for FY 2006-07, with a monthly maximum Contract amount not to exceed \$ .

The maximum total Contract sum for the FY 2007-08 Contract period of July 1, 2007 – June 30, 2008 is \$ , hereinafter referred to as the Maximum Contract Sum for FY 2007-08.

The maximum total Contract sum for the FY 2008-09 Contract period of July 1, 2008 – June 30, 2009 is \$ , hereinafter referred to as the Maximum Contract Sum for FY 2008-09.

The maximum total Contract sum payable for the FY 2009-10 Contract period of

July 1, 2009 – June 30, 2010 is \$ , hereinafter referred to as the Maximum Contract Sum for FY 2009-10.

IV. Section 5, Term, is amended as follows:

SECTION 5. TERM

The term of the Contract shall commence on July 1, 2005 through June 30, 2006.

The term of the Contract shall be extended beginning July 1, 2006 for a period of thirty days, automatically extending for additional thirty day increments on a month-to-month basis, for a total time period not to exceed 12 months, unless terminated earlier as provided in Section 1102 of Exhibit A-1, Standard Terms and Conditions, of the Contract.

The term of the Contract shall be extended for a 12-month period beginning July 1, 2007 through June 30, 2008 for Program services provided during the 12-month period of FY 2007-08 unless terminated earlier as provided in Section 1102 of Exhibit A-1, Standard Terms and Conditions of the Contract.

The term of the Contract shall be extended for a 12-month period beginning July 1, 2008 through June 30, 2009 for Program services provided during the 12-month period of FY 2008-09 so long as funding is available and unless terminated earlier as provided in Section 1102 of Exhibit A-1, Standard Terms and Conditions of the Contract.

The term of the Contract shall be further extended for a 12-month period beginning July 1, 2009 through June 30, 2010 for Program services provided during the 12-month period of FY 2008-09 so long as funding is available and unless terminated earlier as provided in Section 1102 of Exhibit A-1, Standard Terms and Conditions of the Contract.

V. The attached Statement of Work Addendum 6 (Exhibit C-8) is added and is an addendum to the Statement of Work (Exhibit C).

VI. The attached Budget Addendum 6 (Exhibit D-8) is added and is an addendum to the Budget (Exhibit D).

**All other terms and conditions of the Contract shall remain in full force and effect.**

/

/

/

/

/

/

/

**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eight to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Name (Print or Type)

By \_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title (Print or Type)

By \_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title (Print or Type)

**APPROVED AS TO FORM:  
BY THE OFFICE OF COUNTY COUNSEL  
ROBERT E. KALUNIAN, Acting County Counsel**

By \_\_\_\_\_  
Janice Kasai, Deputy County Counsel      Date



Contract No. \_\_\_\_\_  
 Amendment No. 6

**COMMUNITY AND SENIOR SERVICES  
 OF THE COUNTY OF LOS ANGELES  
 OLDER AMERICANS ACT (OAA) SERVICES  
 HEALTH INSURANCE COUNSELING AND ADVOCACY  
 PROGRAM  
 AMENDMENT NO. SIX TO CONTRACT NO. \_\_\_\_\_  
 FISCAL YEAR 2009-10**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES OLDER AMERICANS ACT (OAA) SERVICES HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)" CONTRACT ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND \_\_\_\_\_ ("CONTRACTOR") ADOPTED BY THE BOARD OF SUPERVISORS ON JUNE 20, 2006 AND FURTHER IDENTIFIED AS AGREEMENT NO. \_\_\_\_\_ HEREINAFTER COLLECTIVELY REFERRED TO AS "CONTRACT."

This Amendment is made and entered into by and between the County of Los Angeles, herein referred to as "COUNTY" and \_\_\_\_\_ hereinafter referred to as "CONTRACTOR."

**WHEREAS**, pursuant to the provisions of the Older Americans Act (Title 42, Chapter 35, Section 3001 et seq. of the U.S. Code) and the Older Californians Act (OCA) Welfare and Institutions Code (WIC), Division 8.5, Chapters 1-12, Section 9000 et seq., the California Department of Aging (CDA) is designated to administer the OAA/OCA for establishing quality community education and counseling with Medicare and related health insurance issues through informal advocacy or legal representation in HICAP (hereinafter referred to as the "Program"), and

**WHEREAS**, the parties hereto have previously entered into the above referenced Contract for the purpose of providing community education and counseling with Medicare and related health insurance issues to residents of Los Angeles County for an amount not to exceed \$ \_\_\_\_\_ for the full Contract period of July 1, 2006 – June 30, 2007; and

**WHEREAS**, on May 17, 2007, this Contract was amended through Amendment Number One, to increase the Contract sum by \$ \_\_\_\_\_ for the purpose of dedicating an additional allocation provided in Fiscal Year 2006-07, in exchange for additional defined program services/areas; and

**WHEREAS**, effective June 30, 2007, this Contract was amended through Amendment Number Two for the following purposes: 1) to extend the contract for a period of performance not to exceed twelve (12) months, commencing July



1, 2007 – June 30, 2008; 2) to increase the maximum contract rates in an

amount not to exceed 6% of the original maximum contract rates; 3) to dedicate an additional allocation for the period of performance covering Amendment Number Two for a new Contract sum of \$ \_\_\_\_\_ in exchange for additional defined program services provided to qualifying residents of Los Angeles County. Further, the parties mutually agree that the terms of Amendment Number Two have been effective since June 30, 2007 and are in force and binding for the period June 30, 2007 through the present; and

**WHEREAS**, on June 6, 2008, this Contract was amended through Amendment Number Three to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2007-08 in exchange for additional defined program services/areas; and

**WHEREAS**, on June 24, 2008, this Contract was amended through Amendment Number Four for the following purposes: 1) to extend the Contract for a period of performance not to exceed twelve (12) months, commencing July 1, 2008 – June 30, 2009; and 2) to amend the Contract sum by \$ \_\_\_\_\_ to include Fiscal Year (FY) 2008-09 in exchange for additional defined program services/areas; and

**WHEREAS**, on \_\_\_\_\_, this Contract was amended through Amendment Number Five to increase the Contract sum by \$ \_\_\_\_\_ for Fiscal Year (FY) 2008-09 in exchange for additional defined program services/areas; and

**WHEREAS**, on \_\_\_\_\_ the Los Angeles County Board of Supervisors delegated authority to the Director of Community and Senior Services to amend this Contract for the following purposes: 1) to extend the Contract term for a period of performance not to exceed twelve (12) months, commencing July 1, 2009 through June 30, 2010, unless terminated earlier as provided in the Standard Terms and Conditions, Section 62.0 (Termination for Convenience); and 2) to amend the Contract sum to include the period July 1, 2009 - June 30, 2010 in exchange for additional defined program services/areas; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend this Contract for the purpose of dedicating additional HICAP funds, as awarded by the CDA for FY 2009-10, in exchange for additional defined program services/areas; and

**WHEREAS**, COUNTY has determined that CONTRACTOR'S performance has been satisfactory, that the need for services continues to exist, and that additional funding to continue such services is currently available; and

**WHEREAS**, COUNTY and CONTRACTOR desire to amend this Contract in accordance with the terms and conditions as set forth below:

**NOW THEREFORE**, in consideration of the foregoing, effective upon execution by both parties, the Contract is amended as follows:

I. TABLE OF CONTENTS, Exhibit B-6: Statement of Work/Proposed

Program Services Addendum 6 is added.

- II. TABLE OF CONTENTS, Exhibit D-6: Budget Addendum 6 is added.
- III. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.4 is amended to read as follows:

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendments thereto, the Statement of Work, and addendums thereto, Exhibits, and Attachments, or among Exhibits or Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: the Contract, and any amendments thereto; 2) Exhibit A, Mandated Program Requirements and any addendum thereto; 3) Exhibit B, Statement of Work/Proposed Program Services, Exhibit B-1, Statement of Work/Proposed Program Services Addendum 1, Exhibit B-2, Statement of Work/Proposed Program Services Addendum 2, Exhibit B-3, Statement of Work/Proposed Program Services, Addendum 3, Exhibit B-4, Statement of Work/Proposed Program Services Addendum 4, Exhibit B-5, Statement of Work/Proposed Program Services Addendum 5, Exhibit B-6, Statement of Work/Proposed Program Services Addendum 6, and any addendums thereto; 4) Exhibit C, Performance Requirements Summary; 5) Exhibit D, Budget, Exhibit D-1, Budget Addendum 1, Exhibit D-2, Budget Addendum 2, Exhibit D-3, Budget Addendum 3, Exhibit D-4, Budget Addendum 4, Exhibit D-5, Budget Addendum 5, Exhibit D-6, Budget Addendum 6, and any addendums thereto; 7) Exhibit E, the Attachments, according to the following priority:

- Attachment I. CONTRACTOR'S Administration
- Attachment II. COUNTY'S Administration
- Attachment III. Charitable Contributions Certification
- Attachment IV. IRS Notice 1015
- Attachment V. County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Attachment VI. Safely Surrendered Baby Law Fact Sheet
- Attachment VII. CONTRACTOR'S EEO Certification

- Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- Attachment IX. CONTRACTOR Non-Employee Acknowledgement And Confidentiality Agreement
- Attachment X. Auditor-Controller Contract Accounting and Administration Handbook
- Attachment XI. User Complaint Report (UCR)
- Attachment XII. Cost Allocation
- Attachment XIII. Joint Revenue Disclosure
- Attachment XIV. CONTRACTOR'S Obligations As A "Business Associate" Under the Health Insurance Portability And Accountability Act of 1996 (HIPAA)
- Attachment XV. Fixed Assets/Equipment Purchase Requirements
- Attachment XVI. Inventory Control Form

IV. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (A) is amended to read as follows:

- 1.5(A) "Contract": Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B-1, Statement of Work/Proposed Program Services Addendum 1, Exhibit B-2, Statement of Work/Proposed Program Services Addendum 2, Exhibit B-3, Statement of Work/Proposed Program Services, Addendum 3, Exhibit B-4, Statement of Work/Proposed Program Services Addendum 4, Exhibit B-5, Statement of Work/Proposed Program Services Addendum 5, and B-6, Statement of Work/Proposed Program Services Addendum 6.

V. Part I: Unique Terms and Conditions, Section 1.0, Applicable Documents and Defined Terms, Subsection 1.5 (B) is amended to read as follows:

- 1.5 (B) "CONTRACTOR": The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B-1, Statement of Work/Proposed Program Services Addendum 1, Exhibit B-2, Statement of Work/Proposed Program Services Addendum 2, Exhibit B-3,

Statement of Work/Proposed Program Services, Addendum 3, Exhibit B-4, Statement of Work/Proposed Program Services Addendum 4, Exhibit B-5, Statement of Work/Proposed Program Services Addendum 5, and B-6, Statement of Work/Proposed Program Services Addendum 6.

VI. Part I: Unique Terms and Conditions, Section 2.0 Term and Termination, Subsection 2.1.1 is added and reads as follows:

2.1.1. The term of this Contract shall continue through June 30, 2010, unless terminated earlier or further extended, in whole or in part, as provided in this Contract.

VII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1 is amended to read as follows:

3.1 COUNTY and CONTRACTOR agree that this is a cost reimbursement contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for supplying the services set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B-1, Statement of Work/Proposed Program Services Addendum 1, Exhibit B-2, Statement of Work/Proposed Program Services Addendum 2, Exhibit B-3, Statement of Work/Proposed Program Services, Addendum 3, Exhibit B-4, Statement of Work/Proposed Program Services Addendum 4, Exhibit B-5, Statement of Work/Proposed Program Services Addendum 5, and B-6, Statement of Work/Proposed Program Services Addendum 6.

VIII. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.3.3 is added and reads as follows:

3.3.3 The maximum contract sum for the twelve (12) month period commencing July 1, 2009 through June 30, 2010 is \$ \_\_\_\_\_ hereinafter referred to as the "Maximum Contract Sum for FY 2009-2010."

IX. Part I: Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.6 is amended to read as follows:

3.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality of services delivered. This Budget and any addendum thereto, is attached and incorporated by reference herein as Exhibit D, Budget, Exhibit D-1, Budget Addendum 1,

Exhibit D-2, Budget Addendum 2, Exhibit D-3, Budget Addendum 3, Exhibit D-4, Budget Addendum 4, Exhibit D-5, Budget Addendum 5, and Exhibit D-6, Budget Addendum 6. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments", CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

- X. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.1 is amended to read as follows:

5.1 CONTRACTOR shall invoice COUNTY only for providing tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be provided in Exhibit D, Budget, Exhibit D-1, Budget Addendum 1, Exhibit D-2, Budget Addendum 2, Exhibit D-3, Budget Addendum 3, Exhibit D-4, Budget Addendum 4, Exhibit D-5, Budget Addendum 5, and Exhibit D-6, Budget Addendum 6. CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

- XI. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.2 is amended to read as follows:

5.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit D, Budget, Exhibit D-1, Budget Addendum 1, Exhibit D-2, Budget Addendum 2, Exhibit D-3, Budget Addendum 3, Exhibit D-4, Budget Addendum 4, Exhibit D-5, Budget Addendum 5, and Exhibit D-6, Budget Addendum 6.

- XII. Part I: Unique Terms and Conditions, Section 5.0, Invoices and Payments, Subsection 5.3 is amended to read as follows:

5.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit A, Mandated Program Requirements, Exhibit B, Statement of Work/Proposed Program Services, Exhibit B-1, Statement of Work/Proposed Program Services Addendum 1, Exhibit B-2, Statement of Work/Proposed Program Services Addendum 2, Exhibit B-3, Statement of Work/Proposed Program Services Addendum 3, Exhibit B-4, Statement of Work/Proposed Program Services Addendum 4, Exhibit B-5, Statement of Work/Proposed



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Amendment Six to be subscribed on its behalf by the Director of Community and Senior Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month, and year first written above. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Cynthia D. Banks, Director  
Community and Senior Services  
County of Los Angeles

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Name (Print)

By \_\_\_\_\_

Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title      (Print or Type)

By \_\_\_\_\_

Authorized Signature      Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title      (Print or Type)

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
ROBERT E. KALUNIAN, Acting County  
Counsel

BY \_\_\_\_\_  
Janice Kasai, Deputy County Counsel      Date